

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, October 9, 2012 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Lillie Howard and the Pledge of Allegiance was performed in unison.

Present: Mayor Kennedy, presiding; Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee - 5

Councilwoman Angelo moved and Councilwoman Lee seconded that the minutes of the September 20, 2012 Work Session and the September 24, 2012 City Council Meeting be approved.

Ayes- Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the City Clerk's Report and the Registrar of Vital Statistics Report for the month of September be approved and made available to the Press.

Ayes- Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

CARRIED

Councilwoman Angelo moved and Councilwoman Lee seconded that the Civil Service Administrator's Report for the month of September be received and filed only.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

PROPOSED PUBLIC HEARING

RESOLUTION NO.: 170-2012

OF

OCTOBER 9, 2012

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR
NOVEMBER 13, 2012 TO RECEIVE COMMENTS CONCERNING THE
ADOPTION OF THE 2013 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section 8.15 a public hearing will be held to receive comments concerning the adoption of the 2013 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a special City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2012, at the Activity Center, 401 Washington Street, Newburgh, New York.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

There were no comments.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Lee said that she would like to know why there is nothing on the agenda regarding the City Manager's contract because the public is asking questions. On September 27, 2012 the City Council voted to enter into Executive Session to discuss matters pertaining to the employment history of a particular person; matters leading to the appointment, employment, promotion, demotion, discipline, suspension, disapproval, removal of a particular person. She was unable to stay for the Executive Session but she would like to address questions that have been asked by members of the public regarding the retention of the City Manager. She doesn't understand how the content of the Executive Session became public. According to members of the public the Council decided to terminate Mr. Herbek. She noted that it is not the entire Council but members of the Council. It is her understanding that he was told, *"We are moving in another direction and therefore we are not continuing your contract. We would like you to resign tonight. Reduce your salary in the new Budget to \$80,000.00 and you can stay. If you don't resign, we will reduce your salary and force you out."* If this is true, then the Council may be in violation of the Open Meetings Law. Moving in another direction, the City Manager's salary and the Budget are all public information items. She would like to ask the Council to clear up this rumor. She is not aware of a new direction that the Council wishes to move in and it seems to her that terminating the City Manager would suggest that the Council is moving backwards. Past Practice has been to fire the City Manager without any plans of maintaining stability in the City, put the City at risk for lawsuits and hire people who have no municipal experience. She noted that the last City Manager just received \$350,000.00 for wrongful termination and Mr. Herbek's termination would be wrongful. Threatening to reduce the City Manger's salary seems an act of professional bullying and harassment. We as a Council have never suggested formally or informally that Mr. Herbek was not living up to our expectations. On the other hand, Mr. Herbek has repeatedly asked for direction with revenue generation initiatives that would ensure financial solvency. Most recently Mr. Herbek wrote a Budget Address that included and called for not-for-profits to make PILOT payments or Payments In Lieu Of Taxes to the City to defray some of the costs for public services but he did not receive support from the Council. She knows this to be factual because when she asked the head of St. Luke's Hospital to make a PILOT payment his response was, *"Over my dead body"* and the Council had no response then either. She is taking an opportunity to introduce a resolution to be voted on tonight that authorizes the City Manager to negotiate three agreements for Payments In Lieu Of Taxes by and among the City of Newburgh and Mt. St. Mary's College, St. Luke's Hospital and Orange County

Community College. At this juncture she expects the City Council to explain the validity of this as gossip or inform the public that decisions are being made to set us back ten years. Tell us what you think can be done with three votes because she doesn't think that it is appropriate to fire the City Manger without cause and without warning. She certainly doesn't think that it is appropriate to take him into Executive Session and threaten him. Her recommendation is that when they talk about the City Manager's contract that it should be done publicly. If the City Manager has done something to deserve having his contract terminated, he should have been told and the public should have been told too. She is not going to deal with at whim behavior or setting a new direction that she doesn't know about because the direction that we are going in so far is backwards. She recommended to Mr. Herbek that if he is forced to attend an Executive Session that he should do so with his Attorney. She noted again that Jean-Ann McGrane just received \$350,000.00 of the City's tax money because of wrongful termination and behavior like this. Tonight she expects that they will vote on allowing Mr. Herbek to enter into negotiations with Mt. St. Mary's, St. Luke's Hospital and Orange County Community College. If this passes then that's fine but if it doesn't pass then you will know who is pulling the strings telling some of the members of this Council how they should vote and what they should do and how they should push this man out of a job for no reason.

Councilman Brown told Councilwoman Lee that if she was at the Executive Session then she would have known exactly what was said.

Councilwoman Lee said that they should have been told that there was an Executive Session. You don't just walk in and say that you are having an Executive Session and then tell me when I say that I can't stay, *"well we don't need you"*.

Councilman Brown said that they didn't need her.

Councilwoman Lee said that she is not one of the staff that he thinks he can bully.

Councilman Brown added that Mr. Herbek's job is not in jeopardy at all. Mr. Herbek can stay but there will be a reduction in his salary next year and that is based on three votes because three votes control the Budget. Mr. Herbek can stay at a different salary because as far as he is concerned he has not seen \$150,000.00 worth of work out of Mr. Herbek this year.

Mayor Kennedy stated that this is something that needs to be discussed at a Work Session. It is not on the agenda.

Councilwoman Lee said that this has been discussed privately and they had no right doing that because the City Manager's salary is public.

Councilman Dillard said that this will be discussed at the next Work Session and everything will be laid out on the table.

Councilman Brown said that all of the changes to the 2013 Budget will be discussed at the next Work Session and there will be resolutions to be voted on at the next Council meeting. Anyone who would like to attend the next Work Session, please do so and you will hear all of the changes including the City Manager's salary and anyone else that might be affected by the Council's decision on the 2013 Budget. He asked Councilwoman Lee to please attend because they want her to be there.

Councilwoman Lee told Councilman Brown that she attends the City Council meetings and the Work Sessions unlike himself as he is the one who is absent most of the time.

Councilman Brown said that he is gainfully employed.

Councilwoman Lee told Councilman Brown that he new the schedule before he started working.

Mayor Kennedy said that this is not getting us anywhere. We need to move forward with this meeting. This is not a public debate. There are rumors flying all over this City and people don't know anything about what they are talking about until they hear what is actually happening. These are rumors about rumors and we will have that discussion at our next Work Session.

Councilwoman Lee said that they still violated the Open Meetings Law and she told Mr. Herbek to bring his Attorney because his salary doesn't get retroactively reduced. His contract is not up until January and his salary moving forward needs to stay the way it is. They had no right to have a secret meeting and then come back and tell us what they are going to do.

Mayor Kennedy said that there was no secret meeting and we are not telling anyone what they are going to do as it will all be on the agenda.

Councilwoman Lee said, *"When he sues make sure it is not your plan to run again because I am going to take these very issues and beat you over the head with them because I don't need to make this my career"*.

Councilman Brown told Councilwoman Lee that she couldn't win if she had help from the President.

Mayor Kennedy said that this is not getting us anywhere and we need to stop this.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

City Manager, Richard Herbek, updated the Council on the emergency concerning the west trunk line. He thinks that this has been well reported by the media and they are continuing with the declaration of emergency. There is a resolution that we will get to tonight which is resolution #179-2012 which is transferring 1.2 million dollars from the sewer fund balance to the south interceptor Phase II to provide for the immediate emergency repairs that need to be done to the west trunk sewer line. He noted that we have gotten attention and cooperation from numerous state agencies and Governor Cuomo has been involved. He is well aware of the problem that we have which is an 1880's era fifty-four inch double brick lined major trunk line which directs all of the sewage from the Town and the City Newburgh to the Sewage Treatment Plant. It is estimated that about three million gallons per day flow along this trunk line. It is a combined system that we have so we have storm sewage and sanitary sewage that is being directed to the Sewage Treatment Plant. It is somewhat of a miracle that so much time has gone by and this is the first instance, that he knows of, where there has been a break in the west trunk line so the engineering and construction methods used in the 1880's were probably pretty good. We are at that particular point as many cities are where these older water and sewer lines are beginning to break. As everyone knows, we had a break about six or eight weeks ago further downstream from this area and we needed to build a bypass system for that break and do the repair work. This is a similar situation but it is a little more complicated and the repairs are probably going to be a little more expensive than the \$800,000.00 that we spent on the last break. When walking the line with the DEC Commissioner on Saturday, we could see some points upstream where we have more problems in the works. As he mentioned, we are getting a lot of cooperation from the Department of Environmental Conservation and the State Emergency Management Office so there is a lot of help being thrown our way and today they spent a lot of time on the phone with the Environmental Facilities Corporation. They provide funding to municipalities to undertake major work like this. Our latest estimate is that we may be looking at upwards of seven million dollars worth of work to this trunk line. It runs right along the Quassaick Creek so when there is a break everything flows into the Quassaick Creek which then flows into the Hudson River. They had the break repaired within twenty-four hours by utilizing again a bypass system. We are lucky that we had a contractor on the scene that was finishing the work from the first break so the sewage is now flowing back to the sewage treatment facility and the immediate problem has been solved. We will be working in the weeks ahead by making the repairs to the trunk line itself so that the bypass system can be eventually eliminated. He believes that this has been well covered by the Media and he has sent all of the Council members the latest information

but he did want to report back to them and the public as to where we are with the emergency and if they had any technical questions our City Engineer, Craig Marti, has been doing an outstanding job. Severn Trent has also been extremely helpful with people on the scene so a lot of people have been working on this issue. He said that they are hopeful that we are going to be put at the top of the list by the Environmental Facilities Corporation going forward and hopefully we will be engaging some engineering consultants to help us out with the overall evaluation of the trunk line so that we get this thing fixed permanently.

Mayor Kennedy complimented all of the people who worked on that. She went out there herself to investigate what was happening and talked with the DEC. Everyone who was responding to this emergency was on top of it. Declaring it an emergency helped put us in a place where we could get some help. Getting the Governor and everyone involved has put us in a favorable position she believes to get the help so she would like to compliment all of the various partners because there were several involved with that. Everyone was doing everything that they could to get this fixed as fast as they could and they put out public notices so everyone knew what was happening. This was handled as well as it possibly could have been done so she thanked everyone who worked on it.

Councilman Dillard asked City Engineer, Craig Marti, about the bypass that was installed and asked for an estimate in terms of longevity. How long will that hold?

City Engineer, Craig Marti, said that the bypass pumps and piping is still in place and it is being relocated and reconfigured so that it will allow us to make permanent repairs to portions of the line upstream from the break which show partial failure but not complete failure. The bypass pumping system will be left in place until we can make permanent repairs. The area where it broke this past week should be slip lined with a permanent liner by the end of next week. Liners have been ordered for the next two sections of pipe which are on a rush delivery and should be delivered within two to four weeks.

Mayor Kennedy said to be clear we are not using the bypass now. We have reconnected the main line and are using that right?

City Engineer, Craig Marti, said that is correct. The sewer is flowing by gravity through the normal pipe configuration. We will be bypassing on an intermittent basis in order to do TV inspections and further permanent repairs in the area of the break and areas where the pipe is in jeopardy upstream.

RESOLUTION NO.: 171 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH OTIS ELEVATOR
TO PROVIDE MAINTENANCE AND REPAIRS ON SIX (6) ELEVATORS
LOCATED AT VARIOUS CITY FACILITIES PROVIDING FOR A THREE (3)
YEAR TERM AT A BASE BID COST OF \$1,080.00 PER MONTH**

WHEREAS, the City of Newburgh has duly advertised for bids for the Elevator Maintenance and Repair Services Contract; and

WHEREAS, bids have been duly received and opened and Otis Elevator is the low bidder;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Elevator Maintenance and Repair Services Contract be and it hereby is awarded to Otis Elevator, providing for a three (3) year term at a base bid cost of \$1080.00 per month, and that the City Manager be and he is hereby authorized to enter into the annexed contract for such work in this amount.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

171-12



UNITED
TECHNOLOGIES
OTIS ELEVATOR

ACKNOWLEDGMENT

Thank you for your order
Please refer to our contract number in all
correspondence. Address all inquiries to:
Otis Elevator Company

41 Page Park Drive
Poughkeepsie, NY 12603

Contract Number

Your Order Number
RWS - 208230981

Date Acknowledged
9/13/2012

Sold To
City of Newburgh

Job Location
City Hall – 83 Broadway;
City Courthouse – 300 Broadway;
Grand Street Courthouse – 123 Grand Street; and
Youth Bureau – 104 South Lander Street.

Thank you for allowing us the opportunity to do business with your company. Enclosed are 2 copies of our Agreement with you dated 9/13/2012. Our acceptance of this Agreement is conditioned by the following clarifications to its terms, whether specifically noted in the contract or as an additional document incorporated by reference or as a matter of law. It is also understood that our proposal dated 9/13/2012 is made a part of this Agreement and shall prevail over any contract specifications in conflict with the equipment to be furnished or our scope of work, and that the terms included herein will be deemed accepted by you upon our commencement of the Work.

We will accept the terms of the contract between the Owner and General Contractor, only to the extent that those terms do not add to, conflict with or otherwise change the provisions of the specifications, plans, our subcontract agreement, and our scope of work.

Request for Price Quote:

Section 6.0 Work Included Under the Contract

Otis is not required to alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities.

~~Otis will not be responsible for car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures; hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards. Otis will also not be responsible for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.~~

Section 9.0 Damage to City Property

Delete the second sentence providing "Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City" and replace the same with "Contractor shall repair any damage caused by Contractor to the satisfaction of City at no cost to the City."

Section 11.0 Work Area Cleaning and Safety Requirements

Third paragraph delete the first sentence providing "The Contractor shall be responsible for providing and for the placement of barricades, safety cones, flag tape and any other safety control equipment required to protect employees, the public, surrounding areas, equipment and vehicles" and replace the same with "The Contractor shall be responsible for

This transaction is expressly made conditional upon the terms and conditions on the face and reverse side hereof being a part of the agreement with such terms superseding and conflicting terms in any other contract document. Buyer will be deemed to have assented to all the terms and conditions recited herein by permitting Otis to commence or continue work after receipt of this acknowledgment.

providing and for the placement of barricades, safety cones, flag tape and any other safety control equipment required to protect employees, the public, surrounding areas, equipment and vehicles during the performance of its work.”

Request for Price Quote – General Terms and Conditions:

Section 5.0 Indemnification Clause

Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

Section 6.0 Insurance Requirements

We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner’s and Contractor’s Protective (OCP) Liability policy with a limit of \$2,000,000.

You shall maintain “All Risk” insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

Section 9.0 Suspension or Debarment

FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (May 2008)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
 - (i) The Offeror and/or any of its Principals --
 - (A) ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) HAVE, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
 - (D) HAVE NOT, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

Note: Otis Elevator Company is a subsidiary of United Technologies Corporation (UTC). Between September, 1992 and September, 1998, the Department of Defense (DoD), acting through the Navy’s Procurement Integrity Office (within the Office of the General Counsel), and UTC operated under an Administrative Agreement, which provided for the continuing oversight of UTC’s compliance programs and matters of present responsibility. UTC continues to provide regular reports to the Navy, and the Navy continues to act as the focal point for review of UTC present responsibility matters. The Navy’s Procurement Integrity Office is aware of the following matters:

As referenced in (a)(1)(i)(B) above, UTC’s Pratt & Whitney Division (P&W) had a civil judgment rendered against it for \$7.09 million in the matter of U.S. v. United Technologies Corporation, Civ. No. C-99-093, decided August 1,

This transaction is expressly made conditional upon the terms and conditions on the face and reverse side hereof being a part of the agreement with such terms superseding and conflicting terms in any other contract document. Buyer will be deemed to have assented to all the terms and conditions recited herein by permitting Otis to commence or continue work after receipt of this acknowledgment.

2008. The trial court found that P&W violated the civil False Claims Act by not adhering to the methods of calculating major supplier costs and inflation indices stated in its proposal. The government alleged \$624 million in damages and penalties. The trial judge held that the government had not suffered any actual damages during the years of contract performance (1986-1991) because P&W had made significant price concessions in each of those years. In the absence of actual damages, the court applied the civil penalty of \$10,000 to each of the 709 invoices P&W submitted under the contract.

As referenced in (a)(1)(i)(C) above, UTC is a named defendant in a suit filed by a former employee under the civil False Claims Act, U.S. ex rel. Drake v. Norden Systems, Inc., and United Technologies Corporation, Civ. No. 394CV00963(PCD) D. Conn., filed June 14, 1994), which involves allegations that Norden improperly accounted for fixed assets (including charging state taxes and depreciation costs for assets that were not verified). Although this case was dismissed in its entirety on Feb. 19, 2003, the court's decision was partially reversed on appeal and this case was remanded to the trial court on July 14, 2004. UTC has been dismissed as a defendant;

Regarding (a)(1)(i)(D) above, Offeror has no knowledge presently of any disclosable unsatisfied delinquencies, but has approximately 300 corporate entities in the U.S. that may have been notified of delinquencies in various federal income, withholding, and/or excise or other taxes within the prior 3 years. Upon information and belief, no such delinquencies exceed the monetary threshold or remain unsatisfied after final judicial action.

(ii) The Offeror HAS NOT within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Section 10.0 Termination for Convenience

Otis does not agree to termination for convenience purposes.

Section 11.0 Termination for Default

The Customer may, by written notice to Otis, terminate this Contract if Otis fails to perform any of its material obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice from the Customer specifying in detail such failure.

Section 15.0 Force Majeure

Notwithstanding any other provision in the contract to the contrary, neither party shall be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, theft, weather, natural or man-made disaster, civil commotion, mischief or act of God.

Section 18.0 Rights and Remedies of the City for Default

Contractor will provide union labor and will make reasonable efforts to ensure that they will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work. Notwithstanding any language to the contrary contained in the contract documents, a work stoppage, whether caused by strikes, lockouts or other labor disputes, shall not constitute a breach of contract or an event of default.

This transaction is expressly made conditional upon the terms and conditions on the face and reverse side hereof being a part of the agreement with such terms superseding and conflicting terms in any other contract document. Buyer will be deemed to have assented to all the terms and conditions recited herein by permitting Otis to commence or continue work after receipt of this acknowledgment.

Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property.

In General:

Warranty

Otis' warranty is limited to the repair or replacement, at Otis' discretion, of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Otis during the term of this contract. This warranty excludes damage due to external causes such as fire, water and weather, improper use, misuse, neglect or work by others. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Software

Otis shall provide its maintenance personnel with the appropriate (as determined by Otis in its sole discretion) tools to enable Otis to troubleshoot, diagnose and maintain the equipment as provided in this Agreement. These tools shall remain the property of Otis and nothing in this Agreement shall be construed to obligate Otis to give, disclose or in any manner transfer such tools to the Customer or any third party.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Otis Peripherals") which we may use or install to deliver service under this Contract remains our property, solely for the use of our employees. Otis Peripherals are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the Otis Peripherals at our expense.

Safe Access

Customer agrees to provide Otis with unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials and excessive debris.

This transaction is expressly made conditional upon the terms and conditions on the face and reverse side hereof being a part of the agreement with such terms superseding and conflicting terms in any other contract document. Buyer will be deemed to have assented to all the terms and conditions recited herein by permitting Otis to commence or continue work after receipt of this acknowledgment.

OTIS

DATE: 09/13/2012

TO:
City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

FROM:
Otis Elevator Company
41 Page Park Drive
Poughkeepsie, NY 12603

EQUIPMENT LOCATION:

Multiple Buildings
Newburgh, NY 12550

Gregg Spinelli
Phone: (845) 452-3485 ext 12
Fax: (860) 353-7527

PROPOSAL NUMBER: RWS - 208230981

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
1	Otis Elevator Company	Hydraulic	478754
3	Schindler Elevator	Hydraulic	TBD
1	Otis Elevator Company	Hydraulic	356200
1	LULA	LULA-LIFT	D81286

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS[®] program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS[®] program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above

insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

If you allow others to make alterations, additions, adjustments, or repairs to the equipment, we will not be responsible for such nor for any repairs or maintenance claims, or accidents arising out of the same.

SPECIAL PROVISIONS

Overtime Repairs

Overtime repairs are included as part of the Contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

One thousand eighty dollars (\$1,080.00) per month, payable ^{monthly} ~~annually~~

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

One hundred eight dollars (\$108.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 07/01/2012 which was 215.400.

B. Labor

Nine hundred seventy-two dollars (\$972.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2012 which was 80.080. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 10/1/2012.

The Term of this Contract unless modified under the extended term below, will be for ~~five (5)~~ ^{three (3)} years beginning on the Commencement Date. ~~The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.~~

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

<u>Billing Frequency</u>	<u>Add-to Contract Price</u>	<u>Selection</u>	<u>Initial</u>
Semiannual	1% 2.5	<input type="checkbox"/>	_____
Quarterly	3% 0.5	<input type="checkbox"/>	_____
Monthly	4% 2.5	<input type="checkbox"/>	_____

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

OTIS MAINTENANCE

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Gregg Spinelli

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date:

Signed:

Print Name:

Title:

E-mail:

Name of Company:

Principal, Owner or
Authorized Representative of Principal or Owner

Agent:

(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date:

Signed:

Print Name: Tony Belluscio

Title: Branch Manager

OTIS MAINTENANCE



REQUEST FOR PRICE QUOTE
ELEVATOR MAINTENANCE AND REPAIR SERVICES
 RFPQ No. 8-12 FOR CITY OF NEWBURGH, NEW YORK

OFFER AND ACCEPTANCE

OFFER TO THE CITY OF NEWBURGH:

The undersigned hereby offers and agrees, if this offer is accepted within ninety (90) calendar days from the date of submittal, to furnish the requested services, at the prices set forth in this quotation, at the designated location(s) within the time specified herein and subject to the terms and conditions of this request for price quote. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

For Clarification of this Offer, Contact:

OTIS Elevator Company
 Company Name:
41 Page Park Drive
 Mailing Address:
Poughkeepsie, NY 12603
 City, State and Zip Code:
13-5583389
 Federal Employer Identification Number

Gregg Spinelli
 Name (Print)
Account Manager
 Title (Print)
(845) 452-3485 Ex-12
 Phone Number
gregg.spinelli@otis.com
 E-Mail

 New York State Registrar of Contractors
 Licensed Contractors Name

 License Number and Expiration Date

Signature of Person Authorized to Sign Offer:

[Signature]
 Signature (must be signed in blue ink)

Anthony Belluscio
 Printed Name
Branch Manager

 Title
518-330-1791
 Phone Number

tony.belluscio@otis.com
 E-mail

No Quote We are not submitting a Written Quotation at this time but request our name to (circle one) remain / be removed from the City's list for future solicitations. **REASON FOR NOT SUBMITTING AT THIS TIME:** _____



REQUEST FOR PRICE QUOTE
ELEVATOR MAINTENANCE AND REPAIR SERVICES
 RFPQ NO. 8-12 FOR CITY OF NEWBURGH, NEW YORK

ACCEPTANCE OF OFFER

This offer is hereby accepted.

The Contractor is now bound to provide the materials, equipment or services listed by the attached contract and based upon the Solicitation, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Agreement No. RFPQ 6-12 – Elevator Maintenance and Repair Services.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a formal Notice to Proceed, Purchase Order, or is otherwise directed to do so in writing by the City's Authorized Representative.

This Agreement is entered into this _____ day _____ 2012.

CONTRACTOR:



 Authorized Signature (blue ink)
Anthony Belluscio
Branch Manager

 Printed or Typed Signature and Title

FOR THE CITY:

 Richard F. Herbek, City Manager

Approved as to Form:

 Michelle Kelson, Corporation Counsel

Approved as to Finances:

 Cheryl A. Gross, City Comptroller

OTIS

 Firm Name
41 Page Park Dr

 Mailing Address
Poughkeepsie NY

 City State Zip Code



REQUEST FOR PRICE QUOTE
ELEVATOR MAINTENANCE AND REPAIR SERVICES
 RFPQ No. 8-12 FOR CITY OF NEWBURGH, NEW YORK

NON-COLLUSION AFFIDAVIT

STATE OF New York)
 County of Rensselaer) SS:

I, Anthony Belluscio of the (Town, Village, City) of Brunswick in the County of Rensselaer and the State of New York of full age, being duly sworn according to law on my oath depose and say that:

I am Anthony Belluscio, an officer of the firm of OTIS Elevator the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by (Contractor's Name) OTIS Elevator.

Subscribed and sworn to *Anthony Belluscio* **Anthony Belluscio**
Branch Manager
 (Signature above in blue ink; also type or print name and title of affiant next to signature)

before me this 13th day
 of August 2012
Kerrie Joiner-Burger
 Notary Public of

Notary Seal
 KERRIE JOINER-BURGER
 Notary Public, State Of New York
 No. 01JO6059392
 Qualified in Rensselaer County, 15
 My Commission Expires May 29, 15

My commission expires May 29, 2015

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH QUOTE

RESOLUTION NO.: 172 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR WATER STORAGE TANK
IMPROVEMENT PROJECT, DECLARING THE PROJECT TO BE AN
UNLISTED ACTION,
ADOPTING PART I OF THE ENVIRONMENTAL ASSESSMENT FORM,
ISSUING A NEGATIVE DECLARATION AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, by Resolution No. 252-2011 of December 12, 2011, the City Council of the City of Newburgh (the "City") awarded a bid to Barton And Loguidice, P.C. for professional services in connection with the repair or replacement of City of Newburgh water storage tanks; and

WHEREAS, the City is proposing improvements to three of its water storage tanks, which will include repairs to the 1MG Brady Avenue and 2MG Ellis Avenue water storage tanks, the construction of a new 1.5MG water storage tank immediately adjacent to the existing 1.5MG Marne Avenue water storage tank and the decommissioning of the existing Marne Avenue water storage tank. The proposed projects are located in the City of Newburgh, Orange County, New York (the "Project"); and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

WHEREAS, pursuant to the SEQRA Regulations, the City has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the short EAF for the Project, including the facts and conclusions on Page 1 and 2 of the EAF, together with other available supporting information, to identify the relevant areas of environmental concern and wishes to establish itself as Lead Agency for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. The City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6;
2. the Project constitutes an "unlisted action", as the quoted term is defined in the SEQRA Regulations;
3. adopts Part I of the Environmental Assessment Form;
4. determines that the Project will not have a significant adverse environmental impact, will not require the preparation of a Draft Environmental Impact Statement and issues a Negative Declaration with respect thereto;

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. As a consequence of such findings and declaration and in compliance with the requirements of SEQRA, the City of Newburgh, as lead agency, hereby directs the City Engineer to prepare a Negative Declaration in accordance with 6 NYCRR § 617.12 and to file a copy of the Negative Declaration for the Project in accordance with the SEQRA regulations; and
2. The City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary to complete the SEQRA process for the Project.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

172-12

617.20

Appendix C

State Environmental Quality Review

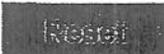
SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR City of Newburgh	2. PROJECT NAME Water Storage Tanks Improvements Project
3. PROJECT LOCATION: Municipality City of Newburgh County Orange	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) The Marne Avenue tank site is located along Marne Avenue, north of its intersection with Mandigo Place. The Brady Avenue tank is located along Brady Avenue, west of its intersection with Barton Street. The Ellis Avenue tank is located at the southernmost end of Ellis Avenue. Refer to attached location map for specific locations.	
5. PROPOSED ACTION IS: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: The Marne Avenue tank is proposed to be replaced in kind immediately adjacent to the existing tank. The work will include the installation of new tank and associated piping to connect to existing distribution system. Disturbance is anticipated to lie within the existing property lines. The Brady Avenue and Ellis Avenue tank improvements are limited to general repairs of the existing tanks and appurtenances. No site disturbances are anticipated for these two tanks.	
7. AMOUNT OF LAND AFFECTED: Initially >1 acres Ultimately >1 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: Orange County Department of Health will issue their approval. There is currently an application in for funding with the New York State Environmental Facilities Corporation.	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment



PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
Disturbance at the Marne Avenue tank will be less than an acre. The tank will be replaced in kind and therefore no new impacts are expected. Temporary impacts are associated with construction.

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
The NYS State Historic Preservation Office's online tools were used to determine that no significant impact would be seen at the project location. Supporting documentation is attached.

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
The NYS Natural Heritage Program's online tools were used to determine that no significant impact would be seen at the project location. Supporting documentation is attached.

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:
The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:
The Marne Avenue tank will be replaced in kind and therefore no impacts are anticipated.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)?
 Yes No If Yes, explain briefly:

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly:

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide, on attachments as necessary, the reasons supporting this determination.

Name of Lead Agency

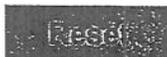
Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)



State Environmental Quality Review
NEGATIVE DECLARATION
 Notice of Determination of Non-Significance

Project Number 1352.002

Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Newburgh as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Newburgh Water Storage Tanks Improvements Project.

SEQR Status: Type 1
 Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The Water Storage Tanks Improvements Project includes improvements to three of the City's water storage tanks: Repairs will be made to the 2MG Ellis Avenue and 1MG Brady Avenue tanks. The 1.5MG Marne Avenue tank will be replaced in kind immediately adjacent to the existing tank. The existing 1.5MG Marne Avenue tank will be decommissioned once the proposed tank construction is complete.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Ellis Avenue, Brady Avenue and Marne Avenue within City of Newburgh city limits, map attached.

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

The City Council for the City of Newburgh has reviewed the Short EAF and criteria contained in Subdivision C of section 617.7 NYCRR part 617 and other supporting information to identify the relevant areas of environmental concern. It has been determined that the proposed action will have little environmental effect on surrounding areas.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

For Further Information:

Contact Person: Craig Marti, City Engineer

Address: 83 Broadway, Newburgh, New York 12550

Telephone Number: (845) 569-7300

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer, Town / City / Village of

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

RESOLUTION NO.: 173 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A VENDOR SERVICE AGREEMENT WITH
GIRL SCOUTS HEART OF THE HUDSON IN CONNECTION WITH THE
CURRENT REQUIREMENTS OF THE TWENTY FIRST CENTURY GRANT
PROGRAM AND A VENDOR SERVICE AGREEMENT WITH MADELINE
TORRES-DIAZ AS THE TWENTY FIRST CENTURY GRANT EVALUATOR
FOR A TOTAL AMOUNT NOT TO EXCEED \$21,000.00**

WHEREAS, by Resolution No.: 181-2009 of November 23, 2009, the City Council authorized the City Manager to accept monies from the New York State Department of Education for the 21st Century Community Learning Centers Grant; and

WHEREAS, said grant was awarded in the spring of 2008 for a five (5) year period; and

WHEREAS, the City's 21st Century Community Learning Centers Program provides strengthening and expanding opportunities afterschool for children and youth; and

WHEREAS, it is necessary and appropriate to enter into vendor service agreements with the City's 21st Century Community Learning Centers Program with various service providers for the final fiscal year of said grant period beginning October 1, 2012 and ending on June 30, 2013 for the following amounts:

Girl Scouts Heart of the Hudson	\$ 6,000.00
Madeline Torres-Diaz	\$15,000.00

WHEREAS, the Council has reviewed the attached Agreements and has determined that it is in the best interest of the City of Newburgh and its residents to accept and expend such funds to enhance the community and strengthen afterschool services to Newburgh's children and youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute a Vendor Service Agreement with Girl Scouts Heart of the Hudson in connection with the current requirements of the Twenty First Century Grant Program and a vendor service agreement with Madeline Torres-Diaz as the Twenty First Century Grant Evaluator for a total amount not to exceed \$21,000.00.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

173-12

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Girl Scouts Heart of the Hudson, 2 Great Oak Lane, Pleasantville, NY 10570 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning October 1, 2012, and ending June 30, 2013.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$5,000.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums

otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds

for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are

subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right

to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary

information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part

for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax

delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such

falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this

Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____

RICHARD F. HERBEK,
ACTING CITY MANAGER

BY: _____


PAMELA ANDERSON
VENDOR CEO, GSHH, Inc

DATE: _____

DATE: _____

8/29/12

SCHEDULE A
SCOPE OF SERVICES

Leadership development organization for girls in grades K-12.

SCHEDULE B
FEES AND EXPENSES

Contract amount: \$6,000.00 (not to be exceeded)

Approved as to form:

MICHELLE KELSON
Corporation Counsel

CHERYL A. GROSS
City Comptroller

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2012, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Madeline Torres-Diaz, a firm with principal offices at 29 Chestnut Avenue, Middletown, NY 10940, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual

property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2012, and ending June 30, 2013.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$^{15,000.00}~~11,231.00~~ has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums

otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds

for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are

subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right

to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 14. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary

information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part

for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax

delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such

falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this

Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK,
ACTING CITY MANAGER

BY: Madeline Torres Diaz
MADELINE TORRES-DIAZ
CONSULTANT

DATE: _____

DATE: 09-04-2012

SCHEDULE A
SCOPE OF SERVICES

Scope of Work:

- Staff Development and Training (topics to vary)
- Collect and Respond to Data
- Two official site visits to ensure compliance
- Two Facilitator a self-assessment of total program
- Development of program evaluation and corrective action steps
- Annual Performance Report assistance and readiness
- Research sustainability

SCHEDULE B

FEES AND EXPENSES

Contract Duration: July 1 2011-June 30, 2012

Contract Amount: ~~\$11,231.00~~ \$15,000 (mtd)

RESOLUTION NO.: 174 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT AN OFFER TO GIFT TO THE CITY
PROPERTIES KNOWN AS 285 GRAND STREET
(SECTION 10, BLOCK 1, LOT 10) AND 285 GRAND STREET REAR
(SECTION 10, BLOCK 1, LOT 11) IN THE CITY OF NEWBURGH**

WHEREAS, an offer to gift properties located at 285 Grand Street (Section 10, Block 1, Lot 10) and 285 Grand Street Rear (Section 10, Block 1, Lot 11) has been received from Robert Rabinowitz of Blue Line Trading Corporation; and

WHEREAS, such offer has been reviewed by the involved City departments and it has been determined to be in the best interests of the City of Newburgh to accept;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a gift of properties located at 285 Grand Street (Section 10, Block 1, Lot 10) and 285 Grand Street Rear (Section 10, Block 1, Lot 11) in the City of Newburgh from Blue Line Trading Corporation to the City of Newburgh.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 175 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION AUTHORIZING THE REMOVAL
OF THE PARCEL 34 CARTER STREET (SECTION 22, BLOCK 2, LOT 26)
NUNC PRO TUNC FROM THE OCTOBER 3, 2012
PROPERTY AUCTION**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following parcel shall be removed Nunc Pro Tunc from the October 3, 2012 Property Auction:

34 Carter Street

22 - 2 - 26

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

RESOLUTION NO.: 176 - 2012

OF

OCTOBER 9, 2012

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL
PROPERTY KNOWN AS 205 LAKE DRIVE (SECTION 33, BLOCK 7, LOT 29.3)
AT PRIVATE SALE TO INDEPENDENT LIVING, INC.
FOR THE AMOUNT OF \$100.00**

WHEREAS, the City of Newburgh is the owner of real property known as 205 Lake Drive, more accurately described as Section 33, Block 7, Lot 29.3 on the official tax map of the City of Newburgh; and

WHEREAS, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh now desires to sell 205 Lake Drive to Independent Living, Inc. as a contribution to the development of Independence Square, a mixed-tenancy housing complex, which will further enhance the development of the City of Newburgh; and

WHEREAS, Independent Living, Inc. has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to Independent Living, for the amount of One Hundred (\$100.00) Dollars; and

WHEREAS, the prospective buyer shall combine the premises conveyed herein, identified as 205 Lake Drive, Section 33, Block 7, Lot 29.3, with the premises presently owned by Independent Living, Inc. known as 70 Lake Drive, Section 33, Block 7, Lot 24 on the official tax map of the City of Newburgh as one lot of record within one (1) year of the date of conveyance from the City of Newburgh to Independent Living, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt

of the indicated purchase price in cash, money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 5, 2012, being one hundred twenty (120) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
205 Lake Drive	33 - 7 - 29.3	Independent Living, Inc.	\$100.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

**RESOLUTION NO.: 177 - 2012
OF
OCTOBER 9, 2012**

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO PERMIT ACCESS TO CITY OWNED PROPERTY
LOCATED AT 12 LUTHERAN STREET (SECTION 29, BLOCK 8, LOT 10)
FOR THE PURPOSES OF PERFORMING CERTAIN PREDEVELOPMENT
ACTIVITIES**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has purchased property from the City of Newburgh known as 10 Lutheran Street, more accurately described as Section 29, Block 8, Lot 9 on the official tax map of the City of Newburgh; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow them access to 12 Lutheran Street more accurately described as Section 29, Block 8, Lot 10 on the official tax map of the City of Newburgh, for the purposes of continuing for performing certain predevelopment activities to determine whether to purchase 12 Lutheran Street; and

WHEREAS, such access to the properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc., and their contracted agents to allow access to 12 Lutheran Street for the purposes of performing certain predevelopment activities.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and twelve by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a private business organization having an address of, 125 Washington Street, Newburgh, New York 12550, and their consultants and contractors as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of itself and its employees, agents and contractors, known as 12 Lutheran Street, and more accurately described on the official tax map of the City of Newburgh, New York as Section 29, Block 8, Lot 10.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 12 Lutheran Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain tasks on said property owned by Licensor, including but not limited to excavating, filling, boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Third: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality.

Fourth: Licensee will perform the subject work in connection with a site assessment and evaluation of a vacant residential property, including walk-through inspection, review of City of Newburgh and other records, review of governmental environmental records and data, and other measures relating to underground tanks, potential contamination issues, demolition of structures and related tasks. In the contract by which Licensee retains consultants and contractors, they shall name City as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Fifth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Sixth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Seventh: Without limitation to the general provisions of this Agreement, it is understood and agreed that said work shall be performed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Richard F. Herbek, City Manager

**HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.**

LICENSEE

By: _____
Cathy Collins, Executive Director

RESOLUTION NO.: 178 - 2012
OF
OCTOBER 9, 2012

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
VIETNAM VETERANS OF AMERICA, HUDSON HIGHLANDS CHAPTER
537, TO ALLOW ACCESS TO CITY OWNED PROPERTY FOR THE
PURPOSE OF MAKING IMPROVEMENTS TO THE ORANGE COUNTY
VETERANS MEMORIAL**

WHEREAS, The City of Newburgh owns certain property located at or bounded by Balmville Road, Leroy Place and Grand Avenue, which serves as a memorial for Orange County residents who died in serving the United States in World War I, World War II, Korea and Vietnam; and

WHEREAS, the Vietnam Veterans of America, Hudson Highlands Chapter 537 has requested access to the Orange County Veterans Memorial for the purpose of making improvements thereto, including but not limited to removing a utility pole and replacing with underground wiring, installation of a stone wall surrounding flag poles, landscaping, blacktopping and related work, at no cost to the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of making such improvements to the Orange County Veterans Memorial is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with Vietnam Veterans of America, Hudson Highlands Chapter to allow access to City owned property located at or bounded by Balmville Road, Leroy Place and Grand Avenue for the purpose of repairs, maintenance and improvements to the Orange County Veterans Memorial.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and twelve, by and between VIETNAM VETERANS OF AMERICA, HUDSON HIGHLANDS CHAPTER 537, a New York Corporation with an address of P.O. Box 123, Newburgh, New York 12551 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following title:

Site Plan, Orange County Veterans Memorial

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at or bounded by Balmville Road, Leroy Place and Grand Avenue, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform maintenance, repairs and improvements to property owned by Licensor and used as and for a memorial to Orange County residents who died in serving the United States in World War I, World War II, Korea and Vietnam as shown on the attached site plan and drawing; and to maintain, repair and enhance said property, including but not limited to removing a utility pole and replacing with underground wiring, installation of a stone wall surrounding flag poles, landscaping, blacktopping and any and all other work appurtenant thereto.

Second: Licensee shall install, use and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor.

Third: Licensee agrees to install, use and maintain said improvements in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Fourth: Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Fifth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Sixth: This Agreement and the license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Seventh: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

WITNESSETH:

**THE CITY OF NEWBURGH
LICENSOR**

By: _____
Richard F. Herbek, City Manager

VIETNAM VETERANS OF AMERICA

**HUDSON HIGHLANDS, CHAPTER
537**

LICENSEE

By: _____
Executive Officer

RESOLUTION NO.: 179 - 2012

OF

OCTOBER 9, 2012

**RESOLUTION AMENDING RESOLUTION NO: 238-2011,
THE 2012 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$1,200,000.00 FROM SEWER FUND BALANCE
TO SOUTH INTERCEPTOR PH II TO PROVIDE FOR EMERGENCY SEWER
REPAIRS TO THE WEST TRUNK SEWER LINE**

WHEREAS, major sewer trunk line failure occurred on a portion of the West Trunk Sewer Line, resulting in a spillage of raw sewage into the Quassaick Creek; and

WHEREAS, the discharge of raw sewage waste is a threat to the health and safety of the City's residents as well as an environmental threat to the Hudson River;

WHEREAS, the City Manager of the City of Newburgh has declared a state of emergency pursuant to Section 24 of the New York State Executive Law in order to facilitate immediate repairs to the West Trunk Sewer Line; and

WHEREAS, it is necessary for the City to undertake steps for the permanent repair of the West Trunk Sewer Line and to seek funding assistance from the Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that City Manager is hereby authorized to retain the services of qualified engineering firms to evaluate the immediate stabilization of the West Sewer Trunk Line, prepare documents necessary to obtain funding through the Environmental Facilities Corporation and determine the scope of the necessary permanent repairs to the West Sewer Trunk Line and the Quassaick Creek Corridor; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No: 238-2011, the 2012 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Sewer Fund Balance:		
G.0000.0599.1000	\$1,200,000.00	
 South Interceptor PH II		
G.8120.0200.0001		\$1,200,000.00

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilman Brown, Councilman Dillard, Councilwoman Lee, Mayor Kennedy - 5

ADOPTED

Councilwoman Lee said that she wanted to introduce resolution #180-2012.

Councilman Brown said that resolution #180-2012 is not on the agenda for tonight.

Councilwoman Lee told Councilman Brown to just vote no then and stop acting like this is an extension of his kitchen.

Mayor Kennedy said that they haven't had a chance to read through this.

Councilwoman Lee said that they will hear it and it is only five lines.

Mayor Kennedy told Councilwoman Lee that she was out of order.

Councilwoman Lee said that you can go into Executive Session and threaten the City Manger but you can't take on an entity that is taking funding away from the City causing every homeowner in this City to pay increased taxes. Why can't you let the City Manager ask your cronies for a PILOT?

Mayor Kennedy thanked Councilwoman Lee for that tirade.

Councilwoman Lee said that she introduced resolution #180-2012 so it needs to be read and they can vote "no" and stop trying to take the cowardly way out. These are our taxpayers here waiting to hear us make a decision about raising revenue in this City which hasn't been done.

Councilman Brown said that they have not had an opportunity to read this resolution or look it over so she is more than welcome to put it on the next Work Session so they can talk about it.

Councilwoman Lee said that she can introduce a resolution from the floor and they are all just afraid.

Mayor Kennedy told Councilwoman Lee that she is out of order and they need to move on.

Councilwoman Lee said that they can't make a decision. We have all of these people here tonight for Newburgh Builds Newburgh wanting to know what we are doing. Did you tell them that you tried to kill it and take it off the agenda? Stop the games and stop the nonsense and let's get to the place where we are taking care of the people in our City and treating our staff with respect.

Mayor Kennedy said that she thinks we need an adjournment to get a Council Member under control.

Councilwoman Lee said to let the people get up and speak.

City Manager, Richard Herbek, told the Mayor that she can't adjourn just yet.

Councilman Brown told the City Manager that he could not speak right now. He has done his part.

City Manager, Richard Herbek, noted that he has to present the Proposed Budget tonight.

Mayor Kennedy asked if they could all be respectful here.

City Manager, Richard Herbek, said that the way the City Charter works is that tonight is the night he files the Manager's Proposed Budget so that has to happen tonight.

Mayor Kennedy said that they would continue with the meeting.

NEW BUSINESS

Mayor Kennedy said that she would like to have a special work meeting set up to discuss a strategic plan on how to get the City cleaned up and how to work with partners to do that and keep it clean. She would like to see this happen within the next month or so.

PUBLIC COMMENTS ON GENERAL MATTERS

Beatrice Pullyam, member of Community Voices Heard, said that she wanted to voice her support for the Newburgh Builds Newburgh program. She wanted to remind the City Council and residents about the work that Community Voices Heard has done to fight for Workforce Development here in the City of Newburgh. From what she understands there seems to be some misinterpretation of what Newburgh Builds Newburgh really is so she would like to clarify some points in the program. Newburgh Builds Newburgh came out of the need for jobs and training in the City. There were a number of development projects that were funded through CDBG and Section 108 money that never resulted in jobs for low income residents here in the City of Newburgh. After working for four years to pull this thing together with partners such as Unions, job training programs here in the City, community members, residents and the City Council the program was finally funded. The purpose of the program is to coordinate with the Union and job training programs to get people who are trained into jobs. It is not to create jobs. That is the work of the City. It is there for when these jobs finally come and there is a qualified pool of workers ready to go. We are finally making progress and we need your support to make sure that this program is continued. Please think about the possible consequences of defunding the only program that exists right now without anything like it to do this critical work as you move forward with decisions for this Budget year.

MaryAnn Prokosch, City of Newburgh, said that she hasn't been here in six months and nothing has changed. She came to talk about the Mid-Broadway Site because there was a proposal made prior to January of last year that came out of the Planner's Office in regard to moving our Public Safety Building there. To her that was the best idea she ever heard come to this City. It would move the Police Department into an area where their presence would be strongly appreciated and increase safety in that area. We also have a Public Safety Building that is aging and that we are going to have to start dumping money into. It sits on a valuable piece of property that can generate a lot of money in taxes. There was another idea proposed for a Supermarket but we had one on Broadway before that failed. Anyone that locates a Supermarket here in the City is going to have higher prices. They will not have the same prices as Shoprite or Walmart. People are better off paying for a cab to go to a Grocery Store outside of the City because it will still cost less than buying from a local store. Also if you go shopping for a family and you don't live right around the corner you are not going to carry all of those groceries home if you don't have access to a car. That proposal is also dependent on government money which there is not a lot of so we stand waiting for the development to happen. It will probably be ten years before we see anything happen with the

economy the way it is now. She thinks that this should be reconsidered and go back to look at this other proposal that two of the current Council Members wanted investigated further. It is the most viable and intelligent thing that could be done with that property.

Brian Flannery, 5 Norton Street, said that he was at the Work Session last Thursday listening to the discussion with the developers and he was very disturbed to hear them talking about a PILOT. He clearly remembers that in the RFQ issued for this project it stated that whatever was built there had to be taxable. The previous Council stressed that very strongly and Councilwoman Bell took the lead on that. The RFQ reads, *"Proposals that would be allowed to seek property tax exemptions and or payments in lieu of taxes are NOT desired"*. He was disturbed to see that the PILOT idea was written into the draft of the agreement with the developers. Those developers responded to the RFQ so they understood what the situation was.

Timothy Hayes-el, City of Newburgh, said that he supports Mr. Brown and he has all the confidence in the world in him. Newburgh Builds Newburgh was taken out of his mouth and Community Voices Heard got a hold of it and ran away with it. Ms. Best is getting it done because we have thirty to forty people who are qualified to do the work with no jobs. Trying to use the community to steal funding has to stop. Newburgh Builds Newburgh is dead. The brothers are doing the work and getting certified at Best Resource Center, 280 Broadway, so they are actually doing it. All of this talk and trying to con people out of money and trick the community is over.

Jose Servellon, 49 Concord Street, said that his nephew was deported two weeks ago and they are very frustrated with the Police Department here in the City of Newburgh because they didn't help them out. All they had to do was sign a simple form for him to stay in the United States. He is in Honduras now living with people that he doesn't know.

Katy Cuellar, 75 Liberty St., W.H., said that her brother was deported and he was a crime victim. The police knew that he was a crime victim and they didn't help him out. She speaks to her brother every day and he told her that he would prefer to be in immigration jail than in Honduras because in Honduras right now there are a lot of gangs that kill people when they get deported. If you left the Country when you were young and then come back later they consider that as losing your citizenship there. He has lived here since he was five years old and he is now thirty so they are very frustrated with the fact that the police couldn't help them out.

Usef Belford, City of Newburgh, asked what happened to men fighting each other fist to fist. There are too many gunshots going on here and too

many people getting killed. We are killing ourselves every day. We need to stop the crap and be men. As for Newburgh Builds Newburgh, we are all here in Newburgh. He told Councilman Dillard that he has seen him do miraculous things in Middletown with renovating and fixing houses. We here in Newburgh want to build our own city. We are tired of outsiders getting the money and building in our City. He asked Councilman Dillard to help with the Newburgh Builds Newburgh process and get this thing off the ground. We talk about all of these corporations, industries and businesses and we say that we are all about the same things but instead we are fighting each other so what is going on. We are getting nowhere. What do we have for ourselves? We have nothing. We always have to go to somebody else to get something and he is tired of it. This makes no sense whatsoever. We aren't doing anything but killing ourselves so let's stop this and get real.

Lillian West, 296 Grand Street, said that she and her sister are asking the Council to consider a sealed bid that that her family will propose for the property at 296 Grand Street. This house was purchased by her late grandmother more than forty years ago and the property has been in their family for three generations. Unfortunately the property has been managed by family members that did not pay the taxes nor do any upkeep to the house. Currently her family resides in the home and they have done so for the past thirty years. She and her sister, Shaniqua, are certified and licensed through New York State to provide therapeutic foster care at this property and they now have two kids with the potential of filling to their maximum capacity of five. She and her sister also run a licensed day care at this property where they provide low cost daycare to families in need within the community. They had three contractors look at the property to give them an estimate on repairing the building and each quote is for more than the current listing of the property. If they obtain the property, they would like to take a loan out for home repairs on the property. This is an older home in the Historic District and it will need extensive work to bring the plumbing, electrical and roofing up to code. Her family has been a part of this community since the early 1930's so they would like to continue to reside in the only community that they know. It is their dream to obtain the property at 296 Grand Street, rehab the building and continue serving the community. They want to know how to bid on the property when the renovations exceed the assessed value. They don't know what to bid so that their bid will be considered. She asked if there are any programs available in the City of Newburgh that help families remain in their homes that they could look into.

Paul Andrews, 11 Grand Street, said that he moved here from Kingston recently because he thinks that Newburgh has a chance. He asked why this is the only City between the Tappan Zee and the Rip Van Winkle Bridges that doesn't have a Trailways station. There is already one in Kingston so they

don't have a problem bringing people to and from the City to work. Couldn't we get some money together to get a Bus Station here and we could get the local people to build it.

Mark Coolidge, 142 Third Street, said that last Thursday night out on Rt. 32 another man died in the Town of Newburgh. He asked where our cameras are. We need to get cameras in our police cars to protect the citizens and the police officers. These cameras will serve both parties. Our Federal government needs to make sure that we get these cameras immediately because too many people are dying and our streets are falling apart. He said in regard to Save Our Streets that he hopes that he will be getting some workers soon for community service. He is asking everyone to get the Judges to give him these workers as he is looking forward to working with these young men. This could help turn the City around for starters by cleaning our streets. He wants the community to reach out too as he needs bags, gloves, rakes and shovels. He wants the community to stand up for themselves now and stop worrying about who can do what. We can do this ourselves so let's start by cleaning our streets and out in front of our houses. Everybody likes to be clean so let's start by cleaning our streets.

Rich Carrion, Sgt. with the City of Newburgh Police Department, said in response to the camera systems that they have looked into these systems for the cars themselves but they are basically for highway type incidents. They do have in their possession right now a body camera system that they are investigating with Corporation Counsel, Michelle Kelson. He has spoken with the Police Chief and has been authorized to try this as a sample system later this week. It basically clips to the epilate on the shoulder and it records audio and video. They are looking at getting twelve of these systems and they just have to figure out a policy as to how it is going to be safeguarded as there is chain of custody issues with regards to evidence. He said that they have heard the people in the community and they want to be able to provide this as a safeguard to them and the police department against malicious accusations of misconduct. He will be testing this system this week on patrol so they are trying to move forward with this to do what the community has been asking for.

Mayor Kennedy thanked Sgt. Carrion for that update.

Janet Gianopoulos, City of Newburgh, said that at the Work Session it was brought up again this possibility of leveraging two properties instead of looking at just one property and what some people think one property should be used for. It seems to her that we do have a valuable property which is currently located underneath our Public Safety Building and that we could go through an RFQ and then an RFP process to see if we can find a developer who

might be interested in letting us use those two properties as leverage so that this City can do some economic development. It could be a good property for a Hotel that would provide a lot of permanent jobs which we need here. In regard to the sewage line, the City of Beacon is going to be using CDBG funds in order to work on its infrastructure and sewer system and she thinks that we should consider doing the same.

Donovan James, said that what he saw earlier between the Council was embarrassing. He said that he came home four and a half years ago from Prison and he does what he wants. He came home and got scared but he grabbed his life back. Today he came here and he is scared again. He is not like everybody else and he is going to do what he wants. If he can't call 911 then who is he supposed to call? If he is running from someone who is going to help him? He is afraid to walk outside his door. He asked the Council if they feel the same things. Nobody is helping anyone. They say they are going to help but he came to this meeting tonight after two years and this is what he sees. He said that he would never conduct himself the way that the Council did tonight and he has been in Prison twice for ten and a half years. We need help before anything else. They have to show the residents that they genuinely care. He came to a meeting the other day and an employee gave him a paper to apply for a job with a reference. He has been here asking and begging for work and he did everything that was asked of him but he still doesn't have a job. He said that he will do this on his own because none of them can show anyone how to help.

Margaret, City resident, said that on June 4th she came to New York and on June 5th she was beaten by her daughter's father. She is still recovering from a concussion, dislocated jaw, back problems and several other health conditions. October 26th of this year will mark a year that her abuser violated the Order of Protection because he knew that she lived at 204 Lander Street. She went to the Police Station and instead of having a professional attitude and empathy for the situation the Officer told her to go back to the location where her abuser had just left from and to compose herself. For some reason his girlfriend found out where she lived and she doesn't know if that was a slip up by the Orange County Sheriffs Office or the Police Department in Newburgh or Middletown. In defense to two of the City of Newburgh Police Officers she said that they were professional, courteous and non-biased regarding the situation. To make her point she thinks that there is a lot going on within the Police Department and maybe they need more training. There needs to be more trust amongst the Police Officers to bridge the gap of communication so that we can work collectively together as a community versus stereotyping people.

Natasha Cotton, City of Newburgh, read a poem: *"Anger management you say about me but I'm watching what just happened with you. You have been influenced by the well dressed lie and not recognizing the truth. I stand strong, stand tall while watching others use manipulation to cause this whole City to fall and the hate perpetrated on excellence is what started the children to brawl because I had them dancing and singing. Angry you call me yet I will tell you the truth. Never have I robbed, stolen or sued my own home for no loot with proof. Never have I proposed a plan here with any group and not returned fruit. Never has my name been associated and not been of sound root. Or is it my tone of voice that doesn't suit some because some want to give my spot a try. I prefer you say that instead of on my character line. Say I like her style and don't instead always dulling the next one shines because Tash don't initiate that type of evil; I remove myself instead and say goodbye. That is not anger on my face City Council. I am under the bus and they didn't expect me to survive but candy man, candy man, candy man, when I return you can bet the culprits know why. Just like the little children in the streets there is a way you can make my heart and my trust in you cry because I have never been sly. Check my records, check my prints and then check everybody else's too like I did, Councilman Brown. See what we are really dealing with then turn the City of Newburgh into a straight up snake pit. Do the science, Chief Ferrara, and you will know why our children are really getting hit. Creeping and crawling around like life is well hid. Slandering Natasha yet Natasha ain't never did a bit. Never been on probation, never lost her well mannered kids and my angry self disabled ain't never, ever not had a nice crib. Let's examine this. People lying and stealing and everything in between, fronting and conniving for fame while the streets continue to bleed. Anger management, yes, I am pissed off indeed because the corruption of your corruption is threatening to murder my seed".*

Denise Ribble, City of Newburgh, said that there was a discussion at the Work Session where we had a presentation of a development agreement and she noticed that no one was bringing up any questions or concerns regarding protection of the City except for the Mayor. She finds it hard to believe that in this agreement we had no reverter clauses and no protection for the City in the event that they defaulted. How many times do we have to do these really lousy development agreements before we understand that we have to protect the citizens and the tax payers in the City of Newburgh? Secondly, at the Work Session, Councilman Dillard brought up the issue of the Safety Building and how unsafe it is and they discussed how much it is going to cost the tax payers to fix that building. There was a proposal to put that on the Mid-Broadway site and to get private development money instead of someone coming with their hand out looking for a PILOT and public funding to have this project work. She said that doesn't work for the tax payers of the City of Newburgh. It doesn't create affordable housing which that site was supposed to create with taxable entities. She feels that whole thing should be a do over

and instead of considering sale they should consider a land lease. The land lease should be for whatever the term of the PILOT is that they are asking for. She told Councilwoman Angelo that she gave a lot of thought to what she said at the end of the meeting about the Hudson River Group and she agrees with her. She thinks that it may be ok for the Waterfront businesses to think about marketing down there but we still have to think about what is happening for the public down at the Waterfront and how it will connect to the City of Newburgh. She thinks the City should consider moving ahead with some of the plans like Scenic Hudson's Plan for the South Street Park.

Sheila Monk, City of Newburgh, speaking on behalf of Tammy Hollins who could not attend today, said that she is tired of the City of Newburgh changing City Manager's. The City residents would like to see Rick stay in his position. We know that when he came into this position that there were a lot of things that he had to handle. We know what we have but we don't know what we are getting so the City residents will make some news if the Council is talking of removing him from his position. Also, what are they talking about putting Girl Scout cookies into an agreement. What inner city kids go to Girl Scouts in the City of Newburgh? Just like they had a program with the basketball in the City of Newburgh that they spent \$5,000.00 of CDBG money on and the Coaches were drunk. That money could have provided five jobs for our youth. She had two parents complain to her about that basketball program and the Mayor participated in it. She told the Mayor how dare she have our kids exposed to drunk Coaches. We have people in the City of Newburgh who are dying and the Council is acting like fools. They are sitting up there arguing while we have people dying. She said that this is a whole new ballgame and she is not playing. She is tired of Newburgh Community Voices Heard because no one is getting any houses or jobs except for Jenny. Since the Council doesn't want to do anything we will take our City back. They are having a meeting on Wednesday at Newburgh Community Action so now it is no more talk just action.

Michael Ferrara, City of Newburgh Police Chief, wished to respond to an earlier comment regarding a domestic violence case. He is not particularly familiar with that case but he can say that the Police Department handles a lot of violent calls and they handle a lot of domestic violence here in the City of Newburgh. Over the past three years he has made himself available and he is part of the Executive Board of the Orange County Domestic Violence Partnership. They have their meetings here in the City of Newburgh because of the high number of calls that they have involving domestic violence. It is a very serious call for service and it's very important that we protect our victim's identities. We have a protected policy and procedure that all of our Officers are familiar with and it is important to us that we follow this policy and procedure. If there are any complaints on any type of call for service, he needs

to know about it and hear about it. He listens to every single complaint and will investigate anything that comes his way. He hopes that the woman who spoke earlier is still here so that he can speak to her and find out what went wrong.

Lillie Howard, City of Newburgh, said that she hasn't gotten up to speak too often because she has two sons who work for the City of Newburgh and she finds that some things are going on regarding their positions so she is concerned about that. But she can't shut up because she was born to be a spokesperson for her people. When she says her people she is talking about everyone. Number one her concern is that she would like to know about selective enforcement of noise management. She knows that at the Hacienda on upper Broadway which is close to Councilwoman Angelo's house they seem to get involved but where she lives on Walsh Road there are shootings and loud noise so she can't get to sleep until four or five o'clock in the morning five nights a week. She has spoken with the Police Chief and she would like to know why nothing is done about that place. She added that she is sick and tired of the games being played here in the City of Newburgh. A lot of people are standing up and saying things but the real bottom line is how many are saying it genuinely from the heart and not because of closed door meetings where they feel they are going to be able to get trickled down money. Just like Mark Coolidge said, they are not asking for any money but they would like to clean up Newburgh. The people who want the money to benefit them personally are the ones who seem to get the money.

There being no further comments, this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that she has an application for the 21st Century Community Learning Center for a part-time position making \$18.00 an hour if anyone is interested. She added that you must be twenty-one years of age and have a High School Diploma with three years experience working with children. She thanked the Council for a letter that they received from the Vietnam Veterans. It was dated September 11th and they have offered to do work around the statue down on Marine Drive. There were three different proposals and they are going to do them all so if they work fast they can be done by Veteran's Day. On November 11th there will be a wonderful ceremony to remember the men that were killed in action. She added that she saw the following article in the paper today *"To the City of Newburgh for turning a physical corner. A few years ago the Federal Department of Housing and Urban Development went after the City for the way it mishandled millions of dollars instead of going where it was intended. The money went towards correcting mistakes which never should have happened. It has taken time but according the latest HUD Report Newburgh is doing all it is supposed to do"*. She said that it is a good article if anyone wants to read about it. She noted that Mr. Harvey is in our audience tonight and he is our new Commander of the Memorial Day Parade Committee. They will be meeting on October 15th at 6:00 P.M. at the Activity Center if anyone is interest in being part of the Parade. They had a great Memorial Day Parade this past year so they are looking forward to next year. She said that they are also looking for people to be on some of the Boards. They desperately need people serving on the Board of Ethics. There are five positions open and that is a committee that is really needed. There are four vacancies on the Human Rights Commission and one vacancy on the IDA Board. Lastly, we had a great weekend here in the City of Newburgh. On Saturday, people purchased memory bricks as a fundraiser for Trestle, Inc. and Torches provided a brunch. The next day there was a Mass and rededication of the statue of Columbus followed by a three hour tour with a brunch on the River Rose. Yesterday there was a bus at Sacred Heart and for \$25.00 we went to see the Parade in New York City. There are some good things happening here and she knows how everyone feels which is why she is trying to win the Lottery because maybe that will help somehow. She thanked Mark Coolidge and wondered what street he was working on because she knows that the Shade Tree Commission just put in a few more trees on upper Broadway between Robinson and Mill which is such a mess. She said that when they were in New York City yesterday she didn't see any litter on the streets. Here we are four square miles and the garbage cans in front of Torino's are piled so high that she almost wants to clean it up herself. It looks so bad on a Sunday but she guesses it has to be tackled day and night. She also wanted to thank George Garrison and some of the men for their help with

spreading black mulch around the eighty mums she planted at Unico Park so everything will look nice for the Oktoberfest. She asked George Garrison if they have any of the black mulch left because they would like it put around the trees and maybe Mark Coolidge could help with that. She thanked everyone for coming and for their comments.

Councilman Brown apologized for his participation with Councilwoman Lee at the beginning of this meeting but some things that are being said sometimes need to be addressed as they are being said. He noted that there has been some discussion about Mr. Herbek's position and going forward in this City. His contract expires in January of next year and once his contract does expires he can go month to month meaning that he can leave this City and go do whatever he wants when he wants. We as a City do not want to be in the position for him to leave us when he decides to leave us. In our Charter it requires four votes to remove or hire a City Manager. We currently don't have four votes to hire or remove him so if he is going on a month to month basis then at least three of us at this table feel like he should have a salary but not the salary he is currently earning so we have a legal right to change that and we will. He has said before that the 2013 Budget is an exact reflection of the 2012 Budget. The only changes in that Budget is a few changes to Police overtime and maybe Firemen overtime but the problem with that is that it is not enough money. He asked Cheryl Gross, City Comptroller, what the current balance of the Police overtime is right now. He didn't get a monthly report because Cheryl was on vacation last week. He had some questions for her last week in terms of the Budget but our City Comptroller was on vacation during Budget season. He doesn't know how you do that when we are in Budget season and we have questions that we need to ask the Comptroller. Police overtime was at approximately \$960,000.00 in September and we budgeted last year for \$690,000.00 so we are way over budget in terms of Police overtime. In the 2013 Budget, the City Comptroller and City Manager decided to move Police overtime to one million dollars but we were at one million dollars already this year in September. If this is going to be a reflection of next year, then we still have problems so the 2013 Budget is probably worse than the 2012 Budget. He has to put that on the City Comptroller and the City Manager because that is who he looks to. He added that he is fairly stern sometimes with people that come to this table and he has a method which he uses in his management skills which is sort of like a push method. It pushes you to prove him wrong and he hasn't had a person come to this table yet prove him wrong. Sometimes it's a little firm and direct but the taxpayers of this City want that from him. If you don't like his tact, then come to the table with facts, income generation, new revenue sources and ways to cut expenses and stop putting it on the taxpayers back. When he ran for Council he said that the tax and spend policies that this City has done in the past years has to go because the taxpayers are tired of taking that ride. In

regard to the CDBG money, for years we have been treating that money like it is Monopoly money and it has to stop. Community Voices Heard comes in and talks about Newburgh Builds Newburgh but the only way that Newburgh is going to build Newburgh is if this Council puts something in place. He is tired of seeing construction money come into this City and leave this City and almost none of it is spent in this City but we can change that in this Budget right here. He has spoken with Councilman Dillard and the Mayor and he has an idea to create real long-term jobs with residents of this City. The only way we are going to do that is if we keep the money right here in this City so he will present that at the next Work Session and it will have something to do with the changes to this 2013 Budget. Lastly he said that in order for this Council to work we all need to work together. We all came on this Council thinking that we were going to create change and if anybody in this room can tell him what changes have been made from January 1st to date, then he needs to know about them. That's a push. It's the same game and the game has to change. He said that he is not a Politician. He is a businessman and the City is a Corporation. It is a business and it needs to be run like a business under Municipal Law. He thanked everyone for coming tonight.

Councilman Dillard said that Councilman Brown said it all and he supports him one hundred percent in this initiative. He thanked everyone for coming tonight and asked them not to forget to vote on November 6th because it is very important.

Councilwoman Lee said that in January, February and March she talked to the Council about bringing revenue into the City. She did it again in June because most of what we did as a Council between March and June the City was in crisis over the death of Michael Lembhard. Her point is that we have to bring three things to this City. We have to bring stability because we are not a stable City and no amount of terminating, transferring or kicking to the curb the City Manager is going to make us look stable. It looks like the same old business. We just paid Jean-Ann McGrane \$350,000.00 and we can't afford to do that again because of bad practices or because we are making a decision that sets us back. We haven't considered at all having organizations pay a PILOT. We have three large entities in this City and she came to this meeting tonight on the heels of another meeting where she was asked to back off because she is giving the Greater Newburgh Partnership a difficult time because she keeps saying that they are not paying taxes. Here is how it works. Everyone here who owns a home pays for public service and every time we have a crisis in this City and their cost goes up we have to figure out ways to keep the taxpayers cost from going up. There is nothing wrong with asking entities to pay taxes. Whether they do or not is not the issue but we can't be shy about asking them. We have to ask them and when someone sits in front of you and says, "Over my dead body, clean up your City but I am going to sit

on your Land Bank Board and I am going to ask CDBG for funds but I am not going to pay any taxes and I will hit you up for some cash every now and then". That needs to be looked at because the very money that you are asking about for jobs has been going to these other entities. We are just asking for a PILOT and if it ticked off someone so much that they had to come back and ask for this man to be terminated then that is a problem. Typically you reduce a person's salary by a few thousand dollars. Nowhere in this Country has anybody had their salary cut by \$70,000.00 when they still have a contract. You are ultimately going to pay for these bad choices. She doesn't care how much push back she gets because she knows that on this issue she is right unless every homeowner agrees to let us increase their taxes just two more times so that we can offset the Budget then you need to take a strong look at what we are not doing. What we are not doing is standing up and saying "no" if you want to play here, you are going to pay here. You are not going to just sit and collect our money and then tell us that you are providing a service but yet our people are unemployed. You are not hiring them, not because they don't qualify but because you have them pegged as shiftless and lazy and you have said that they don't want to work so they need a job training program. She is supporting WDI as much as she can but she knows in her heart that everyone of those people who are at CVH and Newburgh Builds Newburgh would walk from here to Kalamazoo if there was the promise of a job. We have opportunities right in this City and our people are not being hired. Some people here are professionals and there are no jobs for them either. If you want to give her your good business ideas then you better be giving her your good business money because she doesn't want to hear it otherwise. We have staff and no matter how much she thinks she might be right getting annoyed or frustrated with them she has no right to disrespect them because the first time one of them does it to her they are going to hear from her as well as Rick and everyone on this Council. She doesn't want to be disrespected under the guise of push back which she calls abuse. It is time that we agree to respect each other and stop going to entities where we sit here and enter into an agreement and then you go behind our back and try to broker an agreement which goes south and we are left sitting here wondering what happened. These things have to stop. We need some stability and we are not going to find a better City Manager than the one we have now because we don't know what to look for in a City Manager. She said that she is an Elected Official. She didn't apply for a job and get it because you voted for her and that says that anybody that she is working with has to be qualified to do their job. So when he was hired he had to know more than we know. The Comptroller went on vacation but she sat here for an hour working on the Budget and she knew the answer to every question. It's time to stop playing this game and act like we are doing what we are supposed to be doing which is to bring money into this City. Just because she can read and write and say that something isn't working doesn't mean that she is bringing any kind of funding into this City.

The problem is that the Council hasn't directed him or given him the tools to go after these PILOT's to bring money into this City so that you could have jobs. That is the problem and that is going to stand no matter who comes into this City. We have had five or six City Managers in seven years and that is outrageous. She never expected that resolution to be approved tonight and she came here expecting to have to fight for it. She expected the Council to tell her that they couldn't vote on it tonight or they didn't read it yet but the reason they didn't vote on it is because they are scared. You have to be able to look people in their face and say yes or no. We need some assistance and if these major entities can't give us any funding because they want to and if we can't get it legally then she has absolutely no use for them because people are not going to want to talk to her if she tells them that their taxes are being raised 80%. Don't sit there and act like what she is saying is a little bit off the wall and maybe it shouldn't happen but taxes are going to be raised if they don't start developing the mindset that their job is to bring money into this City. No matter how much you look at it or try to cut it you can't do anything with nothing. We need to leave it where it is, continue fixing it and move forward and that is how you show Washington and Albany that you are stable. She thanked everyone for coming tonight.

Mayor Kennedy said that there are all kinds of things going on and she got into this job because of the high taxes here. One of her jobs is to help get these taxes under control. She is very focused on Budget items and how to keep the tax cap in place. There are things going on that we need to make sure of not only this year but in years coming as there are a lot of issues here that need to be laid out and dealt with and they will try to do that in some kind of reasonable and sensible way. She knows that early in the year Councilwoman Lee suggested that she was writing a proposal to bring money into the City but she has yet to see that proposal. One of the things that we need to understand is that there are non-profit organizations all across America that have tax exemption status so to discriminate against three of them and say that they will pay PILOT's but the rest of them don't is a practice in discrimination. If we are going to have PILOT's then all of the non-profits in the City need to have a PILOT schedule. If we want to have that conversation then we need to have it across the board and not pick out the ones that some particular person doesn't like or want to deal with. We need to start talking about how you fairly distribute it. Secondly, PILOT's are not what is going to pull this City out of this hole. Jobs and business development is going to bring this City out of the hole. We need real economic development in this City and that is going to happen by bringing new business into the City. This City has struggled for nearly fifty years and every time some business wants to come in someone challenges them. IBM wanted to come here in the 1960's and a lot of people were upset about it but we can see what happen across the river because of that. That same fear that someone is going to come here from outside the City

has stopped this City over and over again. If anyone thinks that we are going to develop this City all by ourselves, then why hasn't it already happened? We can't develop it all by ourselves because we need partnerships, help, other people and outside money. People don't just come here to hand over money. They come here because a business makes money. They have to be profitable or they don't stay here. We better get business focused and help so everyone here gets the jobs that they are looking for. She said that there are several businesses that want to work with us but they want the City to be safe and clean. They also want to know that we will work with them and not create a year and a half process that they have to go through. We have been working on streamlining our City processes and that is one thing that has happened this year that is really positive. We also have to work on holding the line on taxes. Our pension payments are going to go up. Health insurance is going to go up this year and every year so we have to get creative about how we are going to manage this City. We may have to dissolve organizations and a lot of things because cities across America are in trouble. If we just keep rearranging the deck chairs while the boat is sinking, it is not going work. We really have to get some out of the box thinking to get things turned around here. In regard to CDBG money, as far as she knows no CDBG money has gone to the Greater Newburgh Partnership. In fact, the Grater Newburgh Partnership has donated money, work and labor to clean up lots all over this City. That is the kind of partnership we are trying to create with people across the City. She has heard a lot of negative things about Land Banks but Councilman Dillard has sat on that Land Bank Board from the get go and she has attended every meeting so nobody is trying to take property away from people. In fact, she sat with Madeline Fletcher from Pathstone and they are working on a process right now on how we can help people in this City own those properties. All these fear tactics that someone is putting out there that we are taking homes away and creating all this chaos is not happening. In terms of Newburgh Builds Newburgh, nobody is trying to sabotage this job process. We are trying to evaluate what that program is doing to make sure that we actually deliver jobs. It is not about more training because we have already provided the training. Now we need people to get real jobs out of that training so that is being evaluated. We are working on it and we just had a meeting today with Councilwoman Lee so she knows exactly what we are doing here. Newburgh Builds Newburgh is not an organization it is a concept and it is a great concept. In terms of the City Manager and breaking contracts, not one person sitting at this Council table that she is aware of has suggested that we break any contract. That contract is good until January 23rd and we intend to honor that contract to its fullest. Nobody has suggested that we break a contract or that we fire the City Manager. It is absolute hearsay to say it and it is not what is on the table here. She wants to make sure that everyone understands that the City has been moving forward. There are a lot of people who are coming forward to do things. In City Hall we haven't made that many

changes but in the City itself people are working hard to make all kinds of changes. Just like this Save Our Streets Program people are working hard to do something that is positive and great in this City. We are not standing still and things are moving. In February, we passed a resolution allowing our residents to make payments on their back taxes which they couldn't do before. We are working very hard to try to keep people in their houses. We just pulled a property off of one of our sales because we are trying to work something out to get someone back into their home. We had another meeting just last week so someone else could get back in their house so we have been working hard to do that. She doesn't want to take property from anyone because that hurts her to the core. In terms of not putting things on the agenda, it frustrates her when people put their ideas into her mouth. She did not say anything about being afraid to address an issue and she doesn't believe that anyone else here said that either. It is frustrating to be handed a document and to be pushed and bullied into doing something that she hasn't had a chance to read or think about. That is absolute bullying and she is not going to stand for it for one minute so she is not going to be forced into something like that. She added on a positive note that Unico Park was very nicely done with DPW helping Councilwoman Angelo plant all of those flowers but then they had people go over there and pull out the flowers and destroy what someone else put a lot of hard work into and that is not right. If you want to help keep this City clean and neat you can partner with everyone to protect the work that is being done so that we don't have to keep doing it over and over again. They need to put together a strategic plan on how to really work with our partners and DPW on putting together a plan to keep this City clean. She thanked everyone for being here and supporting them tonight.

There being no further comments this portion of the meeting was closed.

City Manager, Richard Herbek, presented the proposed 2013 Budget to the Council.



CITY OF NEWBURGH

City Hall - 83 Broadway, Newburgh, New York 12550
(845) 569-7301/Fax (845) 569-7370
Email: citymanager@cityofnewburgh-ny.gov
www.cityofnewburgh-ny.gov

Richard F. Herbek, City Manager
ICMA-CM

October 9, 2012

Newburgh City Council
City Hall
83 Broadway
Newburgh, NY 12550

Re: 2013 Proposed Budget

Honorable Members of the City Council:

I hereby submit the 2013 Manager's Proposed Budget to you following our budget review meetings during September.

I am very pleased to report to you that as we approach 2013, the City of Newburgh is in a much more stable financial situation than when I became City Manager in September 2009. We still face major challenges, but we have charted a financially prudent and stable course.

The City will need to operate within the confines of a 2% state-mandated property tax cap (unless the Council chooses to override it), and adhere to the provisions of the Newburgh Fiscal Recovery Act, which mandates a structurally balanced budget and enterprise funds, subject to review by the Office of the State Comptroller (OSC).

2013 Budget Considerations

In preparing this budget, I have provided realistic and achievable revenue estimates and have tried to pare down departmental expenditures to the leanest possible levels while continuing to provide basic and essential services to the residents and taxpayers of the City of Newburgh.

As has been the case in previous years, there are a number of mandated increases in the 2013 proposed budget which the City cannot control. Health insurance costs are increasing by \$601,448 or 9.65%. The Employees Retirement System costs are increasing by \$138,212 or 2%. The Police and Fire Retirement System costs are increasing by \$380,563 or 3.1%. Mandated contract increases for employees are \$287,868. The impact of just these four items is \$ 1,408,091.

Tax Cap Effect on Property Tax Levy

Subject to review by the OSC, the permitted increase in the property tax levy within the limits set by the tax cap is \$ 838,281 or 4.37 %, which increases the tax levy limit from \$ 19,179,197 in 2012 to \$ 20,017,478 in 2013.

Attached to this message as Exhibit A is a schedule showing the details of how the total permitted property tax levy of \$20,017,478 was calculated under the provisions of the property tax cap legislation.

Newburgh Fiscal Recovery Act Effect on Budgets

The Newburgh Fiscal Recovery Act, for which we successfully petitioned our legislators and the Governor in 2010, authorized the City to borrow up to \$15,000,000 in order to continue daily operations. In August 2010 the City issued \$12,000,000 in one year Bond Anticipation Deficit Notes to finance the projected accumulated deficit through December 31, 2010. Fortunately the actual deficit ended up being a little over \$6,000,000 which we have now bonded through the issuance of serial bonds.

As a result of being permitted to issue deficit bonds, the City was able to start afresh with a zero-based starting point for fiscal year 2011. In November 2010 the City Council adopted a structurally balanced budget for 2011 with revenues equaling expenditures. Through aggressive budgetary controls the city finished fiscal year 2011 with an un-appropriated fund balance of \$1,184,000. In November 2011 the City Council adopted a structurally balanced budget for 2012 and thus far into the fiscal year we should end the year with revenues equaling expenditures and hopefully another fund balance.

2013 Proposed Budget

The general fund 2013 projected expenditures are \$ 42,172,589. A comparison to the 2012 adopted budget is as follows:

	<u>2013</u>	<u>2012</u>	<u>Increase</u>	<u>Percentage</u>
Expenditures	\$42,172,589	\$40,900,545	\$1,272,044	3.11
Revenues:				
Tax Levy	\$19,736,657	\$19,483,461	\$ 253,196	1.30%
Other	22,435,932	21,417,084	1,018,848	4.76%

The City's total taxable assessed valuation has continued to decline, this year by 10.67% for the Homestead rate and 3.54% for the Non-Homestead rate. As a result the tax rates for 2013 are currently projected as follows:

- The Homestead Rate will be \$17.64 per \$1000 of assessed valuation, compared to \$15.63 in 2012. After considering the 10.67% decline in the Homestead assessments of minus 10.67% the actual Homestead tax rate increase will be 2.20%.

- The Non-Homestead Rate will be \$22.86 per \$1000 of assessed valuation compared to \$21.65 in 2012. After considering the decline in Non-Homestead assessments of 3.54% the actual Non-Homestead tax rate increase will be 2.07%.

Water/Sewer Funds – Revenue in both funds has decreased this fiscal year. Revenue percentage through July should be 58.31% on average. At the end of July, the Water Fund revenue was \$2,725,772 or 45%. This figure excludes the \$480,718 in sales to the Town of New Windsor as that is onetime revenue. Sewer Fund revenue is \$2,464,002 or 39%. The one factor that could have precipitated this change is the allowance of partial payments. During the budgeting process, we must rely on collection rates to predict the following year's fiscal revenue. The City has appropriated \$1,296,342 or 53% of the Water Fund Balance and \$2,406,376 or 30% of the Sewer Fund Balance for current projects.

Unfortunately previous City Councils did not act in a timely manner and waited until the enterprise funds reached negative balances before addressing rate increases. Although the Water and Sewer Funds had increases in fund balance for the 2011 fiscal year, we need to plan for emergency system failures that can quickly lower fund balances. The City must continue on the pro-active track that this Council has initiated by maintaining adequate fund balances in these accounts in order to undertake needed capital improvements to our water and sewer system infrastructure. Taking all of this into consideration, we are recommending a 10% increase in fees which will balance the 2013 budget and assure the necessary fund balances needed to continue being able to upgrade our water and sewer facilities and infrastructure.

Sanitation Fund – The Sanitation Fund decreased at the end of 2011 and we do not foresee an adequate fund balance by the end of the 2012 fiscal year. Revenue is at 72% or \$2,209,732 for 3 billing cycles and we need to restore an adequate fund balance. A 10% increase in sanitation rates will balance the 2013 budget and hopefully provide a sufficient fund balance at the end of fiscal year 2013.

Bond Anticipation Note – Attached to this budget message is a list of vehicles and equipment which the City needs to continue to provide essential services efficiently and effectively. The General Fund BAN is in the amount of \$1,623,627.60 and the Enterprise Sanitation Fund BAN is in the amount of \$222,000. These are not incorporated into the operating budget and will not have an impact on the 2013 budget. This will however require the issuance of a bond anticipation note to fund these purchases and we recommend the authorization of the BAN at the same time that the City Budget is adopted by the City Council.

Reinvention and Downsizing of City Government

Over the past three years there has been a 36% reduction in city staff. The reductions have affected all departments, with DPW, Police and Fire suffering the greatest loss of staff. We are now down to 207 full time positions from 320 positions which were funded in the 2009 City Budget. This reduction in personnel continues to strain our workforce as we have asked all City department heads and their remaining staff to continue to provide all the essential services and manage with less.

With regard to union contracts, we have current agreements with the PBA through December 31, 2012, and with Local 589 of the International Association of Firefighters through December 31, 2014. An agreement with the Police Superior Officers Association which represents Sergeants and Lieutenants ended on December 31, 2008 and still needs to be negotiated. The Civil Service Employees Association contract ended on December 31, 2010, and although negotiations last year resulted in a signed memorandum of agreement, the union membership did not ratify it. Both CSEA and PBA have indicated they would like to begin new negotiations which will commence on Oct. 11.

The City has a very dedicated work force. We have excellent department heads that work very hard and put in extraordinary hours on many City issues during the course of the year. I would like to express my thanks to them and to all our employees for their efforts to move the City forward and for continuing to provide quality services to the residents of Newburgh under very difficult circumstances.

Summary

As stated many times before, what the City really needs is another major revenue stream. We have talked about a payroll tax or income tax but the prospects of obtaining approval for such from the New York State Legislature are highly unlikely. Only the City of New York and the City of Yonkers has such a tax. It is really unfair to our taxpayers that thousands of people come to work in the City and benefit from City services but they do not contribute in any financial way towards the cost of these services.

We have sought voluntary PILOT payments from our major not-for-profit corporations i.e., Mount Saint Mary College, SUNY Orange and St. Luke's Cornwall Hospital, as has been done in other cities in New York State such as Schenectady and Syracuse. A contribution of \$500,000 from each institution would not dramatically impact their budgets but would significantly help the City of Newburgh.

Given these unsuccessful attempts to bolster revenue, we must redouble our efforts to attract new businesses to the City, to address quality-of-life issues and negative publicity which deter investment in the City, and to diligently seek ways to cut costs without impacting essential services.

A bright spot is that we are pleased to be able to announce that four new Police Officers, City of Newburgh residents, will be trained and on the streets in January of 2013. The other good news is the long-awaited approval of the Administrative Parking Tribunal by the State, which is expected to be a significant revenue generator.

In addition, debt service costs for principal and interest payments in 2013 decreased by \$1,042,657, or 21% to \$3,809,061. This debt service requirement represents 9.1% of the 2013 total budgeted expenditures.

Timetable

Under the City Charter, the City Council is required to adopt the 2013 budget by November 26, 2012. As required by the Newburgh Fiscal Recovery Act, this proposed budget will be sent to

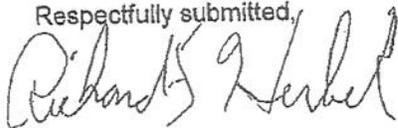
the State Comptroller for his review and comments. The State Comptroller must submit such recommendations as he deems appropriate no later than 10 days before the budget vote. The City Council is mandated by this Act to approve a budget which is structurally balanced taking into consideration any recommendations received from the State Comptroller. In addition the City Council has to hold a public hearing on the budget and a separate public hearing if it elects to increase the tax levy above the authorized cap. Both hearings can be held the same date, currently scheduled for November 13.

In summary, the budget schedule will be as follows:

- October 9 – Manager proposed budget submitted to City Council and State Comptroller.
- November 13– Public hearing(s) scheduled (Budget – Tax Levy)
- November 15 – City Council work session to address State Comptroller's recommendations, and regular work session
- November 26 – City Council adopts 2013 budget.

Thank you for your dedication and commitment to the City.

Respectfully submitted,



Richard F. Herbek
City Manager

EXHIBIT A

PROPERTY TAX CAP

FORMULA FOR DETERMINING TAX LEVY LIMIT

2012 Tax Levy	\$19,483,461
Tax Base Growth Factor	<u>1.0040%</u>
<ul style="list-style-type: none">• Based on State Tax and Finance determination of "quantity change," such as new construction, newly taxable status of existing property, or measurable improvements to taxable property within Newburgh.	
Plus PILOTs receivables in 2012	<u>\$ 218,243</u>
Allowable Levy Growth Factor	<u>1.02%</u>
<ul style="list-style-type: none">• Lesser of 1.02% or Inflation factor (percent change in CPI for the 12 month period ending 6 months before the start of the coming fiscal year over the prior 12-month period), but not lower than 1.00%.	
Less PILOT receivables in 2013	<u>\$ (280,369)</u>
	\$19,894,861
Plus expenditures from court orders, judgments arising from tort actions In excess of 5%	\$ 0
Plus Increases to the average actuarial contribution rate of pension funds In excess of 2%:	
Employees Retirement System	\$ 0
Police and Firefighters Retirement System – Excess 1.10%	<u>\$ 122,617</u>
<u>Total Tax Levy Limit for 2013</u>	<u>\$20,017,478</u>

2013 BAN Request Detailed Summary by Department

Group (All)

FUND	Dept Name	200 Description	2013 BAN	TYPE
General Fund	City Clerk	4 New Computers	\$ 4,300.00	
	City Clerk Total		\$ 4,300.00	
	Corporation Counsel	4 New Computers	\$ 4,300.00	
		1 New Printer	\$ 683.00	
	Corporation Counsel Total		\$ 4,983.00	
	Data Processing	3 New Computers	\$ 3,600.00	
		Software License Backup	\$ 12,000.00	
		Camera Equipment to Stream Live Stream Meetings live via Internet	\$ 25,000.00	
	Data Processing Total		\$ 40,600.00	
	DPW	Hand Radio	\$ 450.00	
		2 New Pick up trucks to replace older ones	\$ 64,000.00	
		Flashed towtruck	\$ 80,000.00	
	DPW Total		\$ 144,450.00	
	Engineering	Asst Engineer computer and software	\$ 4,169.00	
	Engineering Total		\$ 4,169.00	
	Executive Office	2 New Computers	\$ 2,150.00	
		1 Laptop	\$ 1,400.00	
	Executive Office Total		\$ 3,550.00	
	Fire Department	New Pumper Truck	\$ 400,000.00	
		2 SUV -Fire Prevention & New Chief Vehicle	\$ 65,000.00	
		New Firefighter Gear	\$ 150,000.00	
		New Radio Equipment	\$ 25,000.00	
		Self-Contained Breathing Apparatus	\$ 140,000.00	
		Fire Hose Tester	\$ 3,500.00	
		4 gas multi meter	\$ 3,000.00	
	Fire Department Total		\$ 786,500.00	
	Records Management Program	1 New PC	\$ 1,075.00	
		Electronic Document Management System	\$ 300,000.00	
	Records Management Program Total		\$ 301,075.00	
	Police	Prisoner Van	\$ 25,000.00	
		Replace Computers Software and Licenses	\$ 53,750.00	
		X-9 Car	\$ 24,000.00	
		Animal Control Van	\$ 6,000.00	
		2 Beanbag rifles	\$ 5,577.00	
		TASER Guns - 200- X-26 15' (Yellow door)	\$ 4,400.00	
		Cartridges	\$ 4,098.60	
		4 New Guns	\$ 4,098.60	
		TASER Guns - 3 Taser Internation model X-26 taser with 4 year warranty	\$ 3,705.00	
		TASER Guns - 50 X-26 25' XP (Green door)	\$ 1,375.00	
		Cartridges	\$ 1,020.00	
		Cartridges	\$ 1,020.00	
		SWAT - S-Surefire M300A Mini Scout LED - Weapon Light	\$ 1,750.00	
		SWAT - S-MSA Advantage 1000 Full Masked Respirator	\$ 1,200.00	
		SWAT - S-Steamlight TLR-1 Rail Mounted Tactical Pistol Light	\$ 525.00	
		Mobile Data Terminals - New Computers to replace old	\$ 50,000.00	
	On Officer Taser Cameras for incident review	\$ 12,000.00		
	Taser Camera upload Service-Evidence.com service for 2012/3	\$ 9,600.00		
	CSU Analysis software	\$ 30,000.00		
Police Total		\$ 234,000.60		
Traffic Control	Parking Meters	\$ 100,000.00		
Traffic Control Total		\$ 100,000.00		
General Fund Total		\$ 1,623,627.60		
Enterprise-Sanitation	Public Works - Sanitation Department	\$ 222,000.00		
	Sanitation Truck	\$ 222,000.00		
Enterprise-Sanitation Total		\$ 222,000.00		
Grand Total		\$ 1,845,627.60		

**CITY OF NEWBURGH
2013 PROPOSED BUDGET
PERSONNEL NUMBERS**

As of October 9, 2012

GENERAL FUND

	<u>Current Personnel</u>	<u>2013</u>	
		<u>Proposed</u>	<u>Increase/Decrease</u>
Police	79.5	79.5	0.0
Fire/Codes	67.0	67.0	0.0
DPW	20.0	20.5	0.5
Recreation	1.5	1.5	0.0
Total Services	168.0	168.5	0.5
General Gov't(1)	38.5	41.5	3.0
Total	206.5	210.0	3.5

ENTERPRISE FUNDS

Water	18.0	18.0	0.0
Sewer	7.0	7.0	0.0
Sanitation	18.0	18.0	0.0
Total	43.0	43.0	0

GRANT FUNDS

Grants (2)	11.5	11.5	0.0
Total	11.5	11.5	0.0

Combined Total	249.5	253.0	3.5
----------------	-------	-------	-----

(1) General Government includes Council, City Manager, Assessor, City Clerk, Corporation Counsel, Finance, Data Processing, Civil Service, City Engineer and Tax Collector departments.

(2) Grants includes 21st Century, CDBG, Police Impact.

**CITY OF NEWBURGH
TOTAL EXPENDITURES \$ IN MILLIONS**

GENERAL FUND

	2012	2013	
	<u>Adopted</u>	<u>Proposed</u>	<u>Increase/Decrease</u>
Police	\$ 12.8	\$ 14.1	\$ 1.3
Fire/Codes	\$ 9.8	\$ 10.6	\$ 0.8
DPW	\$ 4.1	\$ 4.4	\$ 0.3
Recreation	\$ 0.4	\$ 0.5	\$ 0.1
Total Services	\$ 27.1	\$ 29.6	\$ 2.5
General Gov't(1)	\$ 6.2	\$ 6.4	\$ 0.2
Self Insurance	\$ 2.5	\$ 2.4	\$ (0.1)
Debt	\$ 5.1	\$ 3.8	\$ (1.3)
Total	\$ 40.9	\$ 42.2	\$ 1.3

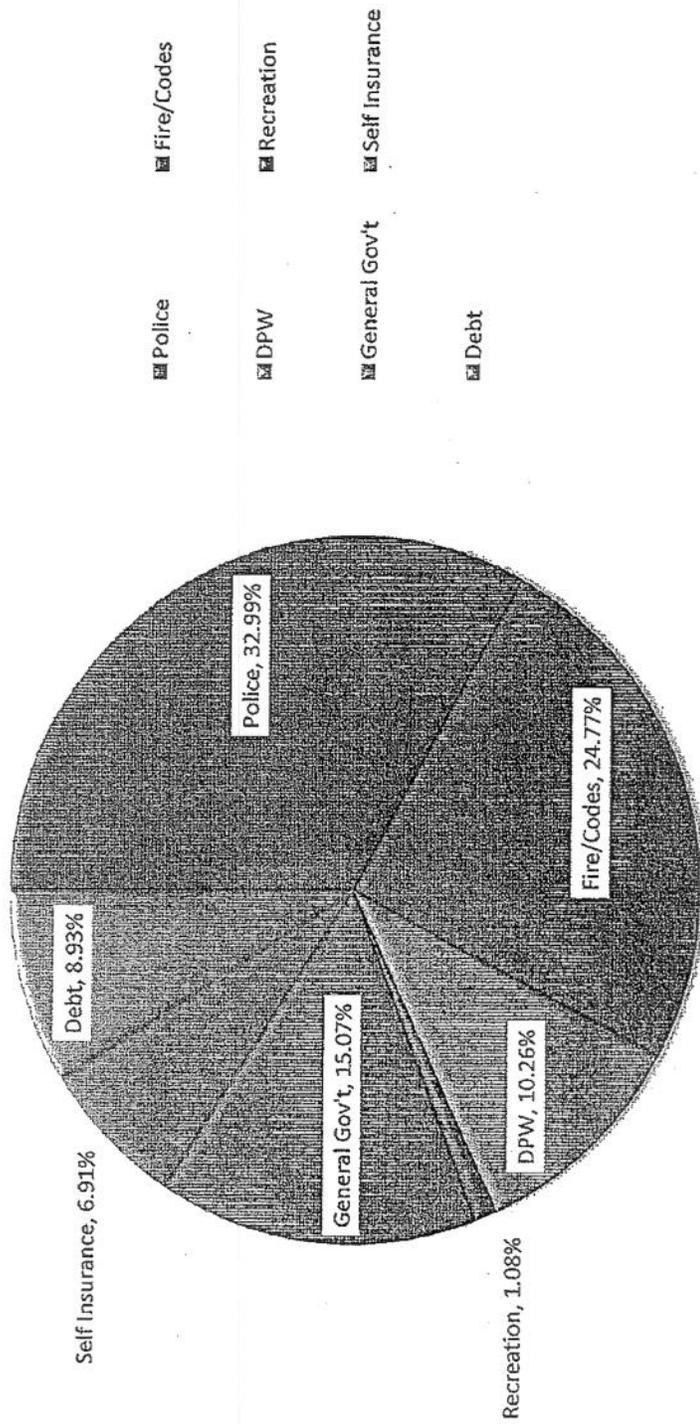
ENTERPRISE FUNDS

Water	\$ 6.1	\$ 6.4	\$ 0.3
Sewer	\$ 6.3	\$ 6.3	\$ -
Sanitation	\$ 3.0	\$ 3.2	\$ 0.2
Total	\$ 15.4	\$ 15.9	\$ 0.5

Combine Total	\$ 56.3	\$ 58.1	\$ 1.8
----------------------	----------------	----------------	---------------

(1) General Government includes Council, City Manager, Assessor, City Clerk, Corporation Counsel, Finance, Data Processing, Civil Service, City Engineer and Tax Collector departments.

Dept Exp % of Total Proposed Budget



CITY OF NEWBURGH
2013 PROPOSED BUDGET
PROPERTY TAX LEVY

As of October 9, 2012

	<u>PROPOSED 2013</u>	<u>ADOPTED 2012</u>	<u>PERCENT CHANGE</u>
PROPERTY			
TAX LEVY	<u>\$19,736,657</u>	<u>\$19,483,461</u>	<u>1.30%</u>
ASSESSMENTS:			
HOMESTEAD	\$607,974,483	\$680,576,170	-10.67%
NON-HOMESTEAD	<u>\$393,974,612</u>	<u>\$408,441,911</u>	<u>-3.54%</u>
	<u>\$1,001,949,095</u>	<u>\$1,089,018,081</u>	<u>-14.21%</u>
TAX RATES (PER \$1,000):			
HOMESTEAD	\$17.6480	\$15.6358	12.87%
NON-HOMESTEAD	\$22.8622	\$21.6483	5.61%

There being no further business to come before the Council the meeting adjourned at 9:00 P.M.

**LORENE VITEK
CITY CLERK**

